



The nationwide gondola pool

RAILGON COMPANY
101 NORTH WACKER DRIVE
CHICAGO, ILLINOIS 60606
(312) 853-3223

No. 14450
Date OCT 20 1984
Fee \$ 26.00
ICC Washington, D.C.

14450 / *R*
RECORDATION NO. 14450 Filed 1425
OCT 17 1984 - 9 35 AM
INTERSTATE COMMERCE COMMISSION

14450
RECORDATION NO. 14450 Filed 1425
OCT 17 1984 - 9 35 AM
INTERSTATE COMMERCE COMMISSION

4-291A034

October 15, 1984

Dear Mr. Bayne:

On behalf of The Chesapeake and Ohio Railway Company, I submit for filing and recording, under 49 U.S.C. §11303(a) and the regulations promulgated thereunder, the ~~two~~ enclosed executed originals of each of the following primary documents:

- and certified true copy*
1. "Lease of Railroad Equipment."
 2. "Assignment of Lease."

The parties to these transactions are as follows:

The Chesapeake and Ohio Railway Company
100 North Charles Street
Baltimore, Maryland 21201

The Connecticut Bank and Trust Company,
National Association - as Trustee for
Owner, and as Lessor
One Constitution Plaza
Hartford, Connecticut 06115

Mercantile-Safe Deposit and Trust Company
- as Agent
2 Hopkins Plaza
Baltimore, Maryland 21201

The equipment covered by the enclosed documents is as set forth below:

<u>Car Type</u>	<u>AAR Mechanical Designation</u>	<u>No. of Units</u>	<u>Reporting Marks</u>	<u>Car Numbers</u>
52'6" 100 ton gondola cars	GB	500	GONX	351000 - 351499

Please cross-index this filing under the name Railgon Company.

ICC OFFICE OF
THE SECRETARY
OCT 17 1984
NATIONAL UNIT

Countersigned

Page 2
Honorable James H. Bayne

Enclosed is a check in the amount of \$20, \$10 to pay the recording fee for the instant documents and \$10 to cover the requested cross-indexing fee.

A short summary of the documents to appear in the Index is as follows:

"Lease and Assignment of Lease relating to 500
52'6" 100-ton capacity gondola cars numbered
GONX 351000 - 351499."

Once the filing has been made, please keep ^{the} ~~one~~ executed original of each document for your files and return to bearer the other stamped ~~executed originals~~, together with the fee receipt, the letter from the ICC acknowledging the filing, and the four extra copies of this letter of transmittal.

copies

Very truly yours,



T. D. Marion
Agent for The Chesapeake
and Ohio Railway Company
for the purpose of this
filing.

Honorable James H. Bayne
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Enclosures
TDM/gno

BY HAND

Interstate Commerce Commission
Washington, D.C. 20423

10/17/84

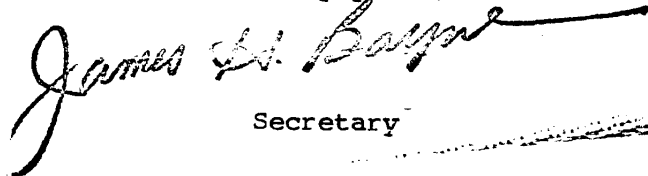
OFFICE OF THE SECRETARY

T.D. Marion
Railgon Company
101 North Wacker Drive
Chicago, Illinois 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/17/84 at 9:35am and assigned recordation number(s). 14450 & 14450-A 14451 & 14451-A

Sincerely yours,


Secretary

Enclosure(s)

SE-30
(7/79)

14450 *AX*
RECORDATION NO. FILE 1425

OCT 17 1984 .9 35 AM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE dated as of October 15, 1984 ("Assignment"), by and between THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, not in its individual capacity but solely as Trustees (hereinafter collectively, together with its successors and assigns, called the "Trustee") acting under three separate Trust Agreements dated as of July 1, 1980, October 1, 1980 and February 1, 1981, respectively (collectively, the "Trust Agreement"), with GENERAL ELECTRIC CREDIT CORPORATION ("Owner") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity but solely as agents (collectively, the "Agent") for certain institutional investors ("Investors") under three separate Participation Agreements dated as of July 1, 1980, October 1, 1980 and February 1, 1981, respectively (collectively, the "Participation Agreement").

WHEREAS the Trustee entered into three separate Conditional Sale Agreements dated as of July 1, 1980, October 1, 1980 and February 1, 1981, respectively, as amended (individually, a "CSA" and collectively, the "CSAs") with the manufacturers specified in Item 1 of Annex A to each CSA ("Builders"), whereby the Trustee purchased certain units of railroad equipment on behalf of the Owner ("Original Units") described in the Annex B thereto, and the CSAs were assigned to the Agent by the Builders;

WHEREAS, all of the Original Units had been leased by the Trustee to Railgon Company ("Railgon") pursuant to three separate Leases of Railroad Equipment dated July 1, 1980, October 1, 1980 and February 1, 1981, respectively (the "Railgon Leases");

WHEREAS, the Trustee has leased certain of such Original Units (the "Units") to The Baltimore and Ohio Railroad Company and The Chesapeake and Ohio Railway Company (collectively, the "Lessees") pursuant to two Leases of Railroad Equipment dated as of October 15, 1984 (hereinafter, together with all amendments and supplements thereto, being collectively called the "Chessie Leases");

WHEREAS, in order to provide further security for the obligations of the Trustee under the CSAs, the Trustee has agreed to assign for security purposes pursuant to this Assignment its rights in, to and under the Chessie Lease to which The Chesapeake and Ohio Railway Company (the "Chesapeake Lessee") is a party as Lessee (the "Chesapeake Lease") to the Agent.

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NOW, THEREFORE, in consideration of the payments to be made, the parties hereto agree as follows:

1. Subject to the provisions of Paragraph 10 hereof, the Trustee hereby assigns, transfers and sets over unto the Agent, as collateral security for the payment and performance of the Trustee's obligations in respect of the Chessie CSA Indebtedness under each of the CSAs, all the Trustee's right, title and interest, powers, privileges, and other benefits under the Chesapeake Lease (including those inuring to the benefit of the Owner and the Owner's assigns by reason of § 12 of the Chesapeake Lease), including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Trustee under or pursuant to the provisions of the Chesapeake Lease whether as rent, casualty payment, indemnity (except sums that by the express terms of the Chesapeake Lease are payable directly to the Owner or the Trustee pursuant to §§ 6, 9 and 17 of the Chesapeake Lease), liquidated damages, payment in respect of purchase option or otherwise (such moneys being hereinafter called "Payments"), and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Chesapeake Lease, and to do any and all other things whatsoever that the Trustee is or may become entitled to do under the Chesapeake Lease. In furtherance of the foregoing assignment, the Trustee hereby irrevocably authorizes and empowers the Agent in its own name, or in the name of its nominee, or in the name of the Trustee or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which the Trustee is or may become entitled under the Chesapeake Lease and to enforce compliance by the Chesapeake Lessee with all the terms and provisions thereof.

The Agent agrees to accept any Payments made by the Chesapeake Lessee for the account of the Trustee pursuant to the Chesapeake Lease and, to the extent received, the Agent will apply such Payments to satisfy the obligations of the Trustee under the CSAs then due and payable in respect of the Chessie CSA Indebtedness, subject to the limitations contained in the last paragraph of Article 4 of the CSAs, and any balance held by the Agent hereunder for the account of the Trustee shall be deemed to be held in trust for the Trustee and shall be paid immediately to and retained by the Trustee. If the Agent shall not receive any rental payment under the first paragraph of § 3 of the Chesapeake Lease or any payment of Casualty Values under § 7 of the Chesapeake Lease when due, the Agent shall promptly notify the Trustee by telegraphic communication at the address set forth in the

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Chesapeake Lease. Failure to so notify the Trustee shall not affect the rights and remedies of the Agent hereunder or under the CSAs; except that the Agent may not declare an event of default under subparagraph (a) or (f) of Article 15 of the CSAs arising solely by reason of the failure of the Chesapeake Lessee to make any such rental payment that, pursuant to subparagraph (f) of Article 15 of the CSAs, would not constitute an event of default thereunder if the Trustee complies with the provisions thereof, unless such event of default is not remedied within 5 days after notification is given as aforesaid.

2. This Assignment is executed only as security for the obligations of the Trustee under the CSAs in respect of the Chessie CSA Indebtedness and, therefore, the execution and delivery of this Assignment shall not subject the Agent to, or transfer, or pass, or in any way affect or modify the liability of the Trustee under, the Chesapeake Lease, it being agreed that, notwithstanding this Assignment or any subsequent assignment, all obligations of the Trustee to the Chesapeake Lessee shall be and remain enforceable by the Chesapeake Lessee, its successors and assigns, against, and only against, the Trustee or persons other than the Agent.

3. To protect the security afforded by this Assignment, the Trustee agrees as follows:

(a) The Trustee will faithfully abide by, perform and discharge each and every obligation, covenant and agreement that the Chesapeake Lease provides are to be performed by the Trustee; without the written consent of the Agent, the Trustee will not anticipate the rents under the Chesapeake Lease or waive, excuse, condone, forgive or in any manner release or discharge the Chesapeake Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Chesapeake Lessee which are intended to satisfy the obligations of the Trustee under the CSAs, including, without limitation, the obligation to pay the rents in the manner and at the time and place specified therein or enter into any agreement so amending, modifying or terminating the Chesapeake Lease, and the Trustee agrees that any such amendment, modification or termination thereof without such consent shall be void.

(b) Should the Trustee fail to make any payment or to do any act which this Assignment requires the Trustee to make or do, then the Agent, but without obligation so to do, after first making written demand

upon the Trustee and affording the Trustee a reasonable period of time within which to make such payment or do such act, but without releasing the Trustee from any obligation hereunder, may make or do the same in such manner and to such extent as the Agent may deem necessary to protect the security provided hereby, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of the Agent, and also the right to perform and discharge each and every obligation, covenant and agreement of the Trustee contained in the Chesapeake Lease; and in exercising any such powers, the Agent may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and the Trustee will reimburse the Agent for such costs, expenses and fees; provided, however, that the obligations of the Trustee to make reimbursements under this Paragraph 3 are subject to the last paragraph of Article 4 of the CSAs.

4. Subject to the provisions of Paragraph 10 hereof, the Trustee does hereby constitute the Agent the Trustee's true and lawful attorney, irrevocably, with full power (in the name of the Trustee, or otherwise), to ask, require, demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of the Chesapeake Lease to which the Trustee is or may become entitled, to enforce compliance by the Chesapeake Lessee with all the terms and provisions of the Chesapeake Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings that the Agent may deem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all the Trustee's obligations under the CSAs in respect of the Chessie CSA Indebtedness, this Assignment, and all rights herein assigned to the Agent in respect thereof, shall terminate, and all estate, right, title and interest of the Agent in and to the Chesapeake Lease shall revert to the Trustee without further act or deed, but the Agent shall execute and deliver such documents as the Trustee may reasonably request in order to confirm, or make clear upon public records, such termination and/or reversion.

6. The Trustee will, from time to time, do and perform any other act and will execute, acknowledge and deliver any and all further instruments required by law and reasonably

requested by the Agent in order to confirm or further assure the interests of the Agent hereunder.

7. The Agent may assign all or any of the rights assigned to it hereby or arising under the Chesapeake Lease, including, without limitation, the right to receive any Payments due or to become due. The Agent will give written notice to the Trustee and the Chesapeake Lessee of any such assignment.

8. This Assignment shall be governed by the laws of the State of New York, but the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

9. The Trustee shall cause copies of all notices received in connection with the Chesapeake Lease and all payments hereunder to be promptly delivered or made to the Agent at its address set forth in Article 20 of the CSAs, or at such other address as the Agent shall designate.

10. The Agent hereby agrees with the Trustee that, so long as no event of default in respect of the Chesapeake Lease, the Chesapeake Lessee or the Chesapeake CSA Indebtedness (as defined in the CSAs), or any event which with lapse of time or notice or both would constitute such an event of default, under the CSAs has occurred and is then continuing, the Agent will not exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits assigned and transferred by the Trustee to the Agent by this Assignment, except the right to receive and apply the Payments as provided in Paragraph 1 hereof, and that, subject to the terms of the Chesapeake Lease and the CSAs the Trustee may, so long as no such event of default under the CSAs has occurred and is then continuing, exercise or enforce, or seek to exercise or enforce, its rights, powers, privileges and remedies arising out of subparagraph (a) of the first paragraph of § 10 of the Chesapeake Lease; provided, however, the Trustee shall not, without the prior written consent of the Agent, terminate the Chesapeake Lease or otherwise exercise or enforce, or seek to exercise or enforce, any rights, powers, privileges and remedies arising out of subparagraph (b) of said § 10.

11. No recourse shall be had in respect of any obligation due under this Assignment, or referred to herein, against any incorporator, stockholder, director or officer, as such, past, present or future, of the Trustee, the Agent, the Investors or the Owner, whether by virtue of any constitutional provision, statute or rule of law or by enforcement of any assessment or penalty or otherwise, all such liability, whether at common

law, in equity, by any constitutional provision, statute or otherwise, of incorporators, stockholders, directors or officers, as such, being forever released as a condition of and as a consideration for the execution of this Assignment.

It is expressly agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties and agreements herein made on the part of the Trustee are each and every one of them made and intended not as personal representations, warranties and agreements by the financial institution acting as Trustee hereunder or for the purpose or with the intention of binding said financial institution personally but are made and intended for the purpose of binding only the Trust Estate as that term is used in the Trust Agreement and this Assignment is executed and delivered by the Trustee solely in the exercise of the powers expressly conferred upon the Trustee under the Trust Agreement; and that no personal liability or responsibility is assumed by or shall at any time be asserted or enforceable against said financial institution or the Owner on account of any representation, warranty or agreement hereunder of said financial institution, acting in its capacity as Trustee or the Owner, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Agent and by all persons claiming by, through or under the Agent; provided, however, that the Agent or any person claiming by, through or under the Agent, making claim hereunder, may look to the Trust Estate for satisfaction of the same.

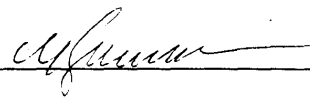
IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their respective corporate names, by officers thereunto duly authorized, and their respective corporate seals to be affixed and duly attested, all as of the date of the first above written.

[Seal]

THE CONNECTICUT BANK AND TRUST
COMPANY, not in its individual
capacity, but solely as Trustee.

By: 

Attest:



[Seal]

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, not in its individual
capacity, but solely as Agent.

By: 

VICE PRESIDENT


Attest:



STATE OF Connecticut)
) ss.:
COUNTY OF Hartford)

On this 12th day of October, 1984, before me personally appeared F. W. Kawam, to me personally known, who, being by me duly sworn, says that he is the Vice President of The Connecticut Bank and Trust, N.A.

, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

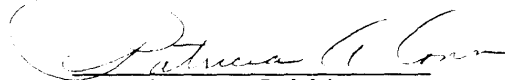
[Notarial Seal]

My Commission Expires:

PATTY A. LYNCH
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1987

STATE OF *Maryland*)
COUNTY OF *Baltimore*) SS.:

On this *12th* day of October, 1984, before me personally appeared THOMAS A. SUMMERLIN to me personally known, who, being by me duly sworn, says that he is the VICE PRESIDENT of *MERCANTILE SAFE DEPOSIT AND TRUST COMPANY*, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

My Commission Expires: *7-1-86*

LESSEE'S CONSENT

Each of the undersigned, corporations duly incorporated under the laws of the State of Virginia and [Maryland], respectively, the Lessees named in the Chessie Leases (individually, a "Lease") referred to in the foregoing two Assignments of Lease, hereby acknowledges receipt of a copy of such Assignment of Lease relating to the Lease to which it is a party (the "Assignment"), consents to all the terms and conditions of the Assignment, and severally agrees as follows:

(1) subject to the terms and conditions of the Assignment, to pay all Payments (as defined in the Assignment) due and to become due to the Trustee under the Lease to which it is a party directly to MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as agent ("Agent") under the Participation Agreement referred to in the Assignment, to be applied as provided in the Assignment, by bank wire transfer of immediately available funds to the Agent for credit to the Agent's Account No. 619478-8, with advice that the funds are "Re: Railgon Lease" (or to such other address as may be furnished in writing to the undersigned by the Agent);

(2) agrees, subject to the terms and conditions of the Assignment, that the Agent shall be entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by the undersigned under the Lease to which it is a party as though the Agent were named therein as the Trustee;

(3) agrees that the Agent shall not, by virtue of the Assignment or this Lessee's Consent, be or become subject to any liability or obligation under the Lease to which it is a party or otherwise;

(4) agrees that the Lease to which it is a party shall not, without the prior written consent of the Agent, be amended, terminated or modified, or any action be taken or omitted by the undersigned, the taking or omission of which might result in any alteration or impairment of the obligations of the Lessee under such Lease which are intended to satisfy the obligations of

the Trustee under the CSAs referred to in the Assignment, the obligations of the Trustee under the Assignment or the obligations of such Lessee under this Lessee's Consent or of any of the rights created by any thereof; and

(5) will do all such acts and execute and deliver all such further assurances required to be done and/or executed and delivered by it pursuant to the provisions of the Lease to which it is a party and all documents to which it is a party executed in connection with such Lease.

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute but one and the same instrument.

This Lessee's Consent, when accepted by the Agent by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of New York and, for all purposes, shall be construed in accordance with the laws of said State.

Dated as of October 15, 1984

[Corporate Seal]

THE CHESAPEAKE AND OHIO
RAILWAY COMPANY

By *B. Wood*
Senior Vice President

12 #

Attest:

Patricia J. Kennedy
Title

Corporate Secretary

[Seal]

THE BALTIMORE AND OHIO
RAILROAD COMPANY

By *McGowan* *per*
Title
Senior Vice-President

Attest:

Patricia J. Shady
Title Corporate Secretary

[Seal]

ACCEPTED:

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, not in its
individual capacity, but
solely as Agent under the
Participation Agreement re-
ferred to above.

By _____
Title

Attest:

Title

[Seal]

THE BALTIMORE AND OHIO
RAILROAD COMPANY

By _____
Title

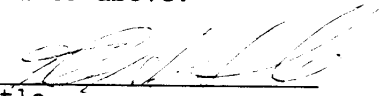
Attest:

Title

[Seal]

ACCEPTED:

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, not in its
individual capacity, but
solely as Agent under the
Participation Agreement re-
ferred to above.

By 
Title VICE PRESIDENT

Attest:



Title

[Seal]

CERTIFICATE OF TRUE COPY

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

I, Stewart E. Tabin, a member of the Bar of the State of New York, do hereby certify that I have compared the attached copy of the document entitled "Assignment of Lease" with an executed original counterpart thereof and find the said attached copy to be in all respects a true, correct and complete copy of the aforesaid executed original counterpart.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his signature this 15th day of October, 1984.

Stewart E. Tabin
Stewart E. Tabin

Subscribed and sworn to before
me this 15th day of October, 1984

Richard B. Skaff
Notary Public

My commission expires:

RICHARD B. SKAFF
Notary Public, State of New York
No. 31-4743956
Qualified in New York County
Commission Expires March 30, 1985